



Slingshot Platform Terms of Service

These Slingshot Platform Terms of Service (“**Agreement**”) are effective from the date the Customer clicks the “I Accept” button presented with this Agreement or when the Customer uses any of the Services or enters into an Order, whichever is earliest (“**Effective Date**”). This Agreement is between you and Slingshot Aerospace Ltd, whose registered address is Space Systems Operations Facility Spaceport Cornwall, St Mawgan, Newquay, Cornwall, United Kingdom, TR8 4HP (company number 08750033) (“**Slingshot**” or “**us**”). “**You**” or the “**Customer**” means the entity you represent in agreeing to these terms.

If you are accepting on behalf of the Customer or another entity, you represent and warrant that: (i) you have full legal authority to bind the Customer to this Agreement; (ii) you have read and understand this Agreement; and (iii) you agree on behalf of the Customer to this Agreement. If you don't have the legal authority to bind the Customer, please do not click “I agree” (or similar button or checkbox) that is presented to you.

This Agreement together with the terms of any Order govern the Customer's access to and use of the Services.

1. **Slingshot Obligations.**
 - 1.1. **Services.** Customer may access and use the Services in accordance with this Agreement and applicable Orders, including the Scope of Use. Additional Specific Terms apply to certain Services.
 - 1.2. **Modifications to the Services.** Slingshot may change or discontinue any aspect of the Services from time to time. Slingshot will inform Customer thirty (30) days before discontinuing a material feature of the Services the Customer is using. Slingshot is not obligated to provide such notice (but will do so to the extent practicable) if the change being made to the Services is necessary to: (a) prevent risk of harm to Slingshot's customers or users or the security, availability, or integrity of the Services; (b) respond to claims, litigation, or loss of license rights related to third-party intellectual property rights; or (c) comply with Laws.
 - 1.3. **Data Transfer.** Slingshot may transfer, store and Process Customer Data in the United States or the United Kingdom. Where Customer Data includes personal data (as defined in the Data Protection Laws), Slingshot shall ensure that any transfer of Customer Data outside of the UK is carried out in accordance with the Data Protection Laws. By using the Services, Customer consents to this transfer, Processing and storage of Customer Data. More information about how Slingshot processes Customer Data can be found in its Privacy Policy, available [here](#).
 - 1.4. **New Features.** Slingshot may make additional features or new Services (or some feature or functionality of them) available from time to time, the use of which may be contingent upon Customer's agreement to Additional Specific Terms.
 - 1.5. **Trials and Betas.** Slingshot may make Services (or some feature or functionality of them) available to Customer for Trials and Betas, in which case use is permitted only for Customer's internal evaluation. Trials and Betas are provided at Slingshot's sole discretion, and Slingshot may cease to offer Trials and Betas at any time for any reason. Trials and Betas may be inoperable, incomplete or include features that Slingshot may never release, and their features and performance information are Slingshot's Confidential Information.
2. **Customer Obligations.**

- 2.1. **Compliance.** Customer will comply with the terms of this Agreement, all Orders, the Usage Policies, and all Laws. Customer is responsible for all activities of its Users and, except to the extent of any breach of this Agreement by Slingshot, for all activity under its Accounts, regardless of whether authorised or undertaken by Customer or its Users, and Slingshot and its affiliates are not responsible for unauthorised access to Customer's account. Customer will promptly notify Slingshot if it becomes aware of the compromise of any Account or any unauthorised use of the Services, and it will use commercially reasonable efforts to prevent and terminate any such compromise or unauthorised use.
- 2.2. **Customer Data.** Customer is responsible for all Customer Data, including its content and accuracy. Customer will ensure that Customer Data will not violate the Usage Policies or any applicable Law. Customer represents and warrants that it has made all disclosures, provided all notices, and has obtained all rights, consents, and permissions necessary for Slingshot to Process Customer Data as set forth in this Agreement without violating or infringing Laws, third-party rights, or terms or policies that apply to Customer Data.
- 2.3. **User Consent.** Customer's Administrator Accounts may have the ability to access, monitor, use, or disclose data available to individual Users. Customer will obtain and maintain all required consents from Users to allow Customer's access, monitoring, use and disclosure of this data.
- 2.4. **Restrictions on Use.** Unless the parties expressly agree otherwise in the applicable Additional Specific Terms, Customer will not, and will not allow anyone else to: (a) copy, modify, create a derivative work of, reverse engineer, decompile, translate, disassemble, or otherwise attempt to extract any of the source code or non-public APIs of the Services (except to the extent such restriction is expressly prohibited by Law, and then only with prior notice to Slingshot); (b) sublicense, transfer or distribute any of the Services; (c) sell, resell, or otherwise make the Services available to a third party as part of a commercial offering; (d) use the Services to develop a similar or competing product or service; (e) remove or obscure any proprietary notices in a Service; (f) publish benchmarks or performance information about a Service; (g) interfere with the operation of a Service, circumvent any access restrictions, or conduct any security or vulnerability test of a Service; (h) take any action that risks harm to others or to the security, availability, or integrity of a Service; (i) use or copy any Slingshot Data or any other materials or information made available by Slingshot for the purpose of developing any artificial intelligence model, algorithm, product or service; or (j) access or use the Services: (i) other than as documented in the Documentation, (ii) in a manner intended to avoid incurring Fees or circumventing any software protections; or (iii) in a manner that breaches, or facilitates the breach of, Export Control Laws.
- 2.5. **Third-Party Platforms.** Use of Third-Party Platforms is subject to Customer's agreement with the relevant provider and not this Agreement. Slingshot does not control and has no liability for Third-Party Platforms, including their security, functionality, operation, availability, or interoperability with the Services or how the Third-Party Platforms or their providers use Customer Data. By enabling a Third-Party Platform to interact with the Services, Customer authorises Slingshot to access and exchange Customer Data with such Third-Party Platform on Customer's behalf.
- 2.6. **Third Party Requests.** Customer consents to sharing of Customer Data in connection with Third Party Requests. At Slingshot's request, Customer will cooperate with and assist Slingshot in responding to Third Party Requests.
- 2.7. **Suspension.** Slingshot may suspend Customer's or any User's right to access or use the Services (or any portion thereof) immediately if Slingshot determines in its discretion: (a) Customer breaches Section 2.4 (Restrictions on Use); (b) Customer's account is 30 days or more overdue; (c) changes to Law or new Laws require that Slingshot do so or otherwise may impose additional liability on Slingshot; or (d) Customer's actions risk harm to any of Slingshot's other customers or the security, availability, or integrity of a Service. Slingshot will use reasonable efforts to provide

Customer with prior notice of the suspension (email sufficing). If the issue that led to the suspension is resolved, Slingshot will restore Customer's access to the Service(s).

3. **Support, Limitations & Service Level Agreement**

3.1. **Support.** Slingshot will provide Help Center Content and/or Documentation for its Services unless otherwise agreed to in an Order. Slingshot will offer commercially reasonable levels of support to ensure Customer's ability to use the Services as provided herein.

3.2. **Service Limits.** Slingshot sets and enforces limits on the use of its Services and may change these limits in Slingshot's sole discretion unless otherwise agreed to in an Order.

4. **Invoicing and Payment.** All Fees will be paid in British Pound Sterling unless otherwise provided in an Order. Fees are invoiced as described in the Order or otherwise described by Slingshot. Unless the Order provides otherwise, all Fees are due within 30 days of the invoice date. Fees for renewal subscription terms are at Slingshot's then-current rates, regardless of any discounted pricing in a prior Order. Late payments are subject to a service charge of 2% above the Bank of England's base rate of interests per month or the maximum amount allowed by Law, whichever is less. All Fees are non-refundable except as Slingshot may decide solely in its discretion to grant refunds, which in no event will constitute a waiver of any of Slingshot's rights hereunder. Customer is responsible for Taxes, and Fees are exclusive of all Taxes.

5. **Confidentiality.**

5.1. **Obligations.** Each party will: (a) protect the other party's Confidential Information with the same standard of care it uses to protect its own Confidential Information; and (b) not disclose the Confidential Information, except to Affiliates, employees and agents who need to know it and who have agreed in writing to keep it confidential. Each party (and any Affiliates, employees and agents to whom it has disclosed Confidential Information) may use Confidential Information only to exercise rights and fulfill its obligations under this Agreement, while using reasonable care to protect it. Each party is responsible for any actions of its Affiliates, employees and agents in violation of this Section.

5.2. **Exceptions.** Confidential Information does not include information that: (a) the recipient of the Confidential Information already rightfully knew or possessed before receiving it under this Agreement; (b) is or becomes public through no fault of the recipient; (c) was independently developed by the recipient without using the other party's Confidential Information; or (d) was rightfully given to the recipient by another party.

5.3. **Required Disclosure.** Each party may disclose the other party's Confidential Information when required by Law but only after it, to the extent legally permissible: (a) uses commercially reasonable efforts to notify the other party; and (b) gives the other party the chance to challenge the disclosure and reasonably cooperates in any efforts to do so.

5.4. **Remedies.** Unauthorised use or disclosure of Confidential Information may cause substantial harm for which damages alone are an insufficient remedy. Each party may seek appropriate equitable relief, in addition to other available remedies, for breach or threatened breach of this Section 5.

6. **Grant of Rights; Ownership**

6.1. **Grant of Rights to Slingshot Data and Documentation.** Slingshot hereby grants to Customer during the Term a non-exclusive, non-sublicensable, non-transferable license to: (a) use Slingshot Data for its internal business use; and (b) use, download, and make a reasonable number of copies of the Documentation solely in connection with Customer's use of the Services.

6.2. **Grant of Rights to Customer Data.** Customer hereby grants to Slingshot a non-exclusive, non-transferable license to access and use (and to permit Slingshot, its affiliates, and their respective subcontractors to access and use) Customer Data in order to: (a) provide the Services and related features and functions; (b) derive, generate or compile Derived Data; (c) as otherwise required by

Law or as agreed to in writing between the parties; and (d) to provide, develop, and improve Slingshot's products and services.

- 6.3. **Intellectual Property Rights.** As between the parties, Slingshot is and will remain the sole owner of all right, title, and interest in and to: (a) the Services, Documentation, Derived Data, and Feedback, including all Intellectual Property Rights embodied therein; (b) Slingshot's Confidential Information; and (c) any improvements or modifications thereto. As between the parties, and except for any Customer Data in the public domain, Customer is and will remain the sole owner of all right, title, and interest in and to Customer Data.
- 6.4. **No Implied Rights.** Nothing in this Agreement will be construed to grant either party any rights other than those expressly provided herein. Any rights granted to a party under this Agreement must be expressly provided herein, and neither party will have any implied rights pursuant to this Agreement, based on any course of conduct or other construction or interpretation thereof. All rights and licenses not expressly granted to a party herein are reserved.
- 6.5. **Customer Feedback.** If Customer provides Feedback, Slingshot and its Affiliates may use that Feedback without restriction and without obligation to Customer.
- 6.6. **Marketing.** Customer agrees that Slingshot may include Customer's name or Brand Features in a list of Slingshot's customers, online or in promotional materials. Slingshot may verbally reference Customer's use of the Services. Any goodwill resulting from the use of Customer's Brand Features will inure to the benefit of Customer. Customer may revoke Slingshot's right to use Customer's Brand Features pursuant to this Agreement with written notice to Slingshot and a reasonable period to stop the use.
7. **Indemnification.**
 - 7.1. The Customer shall indemnify Slingshot against all claims, actions, proceedings, losses, damages, expenses and costs (including without limitation court costs and reasonable legal fees) arising out of or in connection with:
 - 7.1.1 any breach of the Customer warranties set out in Section 8; and
 - 7.1.2 the Customer's use of the Services or the Documentation.
 - 7.2. Slingshot shall defend the Customer against any claim that the use of the Services or Documentation by the Customer in accordance with this Agreement infringes any United Kingdom patent effective as of the Effective Date, copyright, trade mark, database right or right of confidentiality. Slingshot shall indemnify the Customer for any amounts awarded against the Customer in judgment or settlement of such claims and all related losses, costs and expenses, provided that:
 - 7.2.1 Slingshot is given prompt notice of any such claim;
 - 7.2.2 the Customer provides reasonable co-operation to Slingshot in the defence and settlement of such claim, at Slingshot's expense; and
 - 7.2.3 Slingshot is given sole authority to defend or settle the claim.
 - 7.3. In the defence or settlement of any claim, Slingshot may procure the right for the Customer to continue using the Services, replace or modify the Services so that they become non-infringing or, if such remedies are not reasonably available, terminate this agreement on two Business Days' notice to the Customer without any additional liability or obligation to pay liquidated damages or other additional costs to the Customer.
 - 7.4. In no event shall Slingshot, its employees, agents and subcontractors be liable to the Customer to the extent that the alleged infringement is based on:
 - 7.4.1 a modification of the Services or Documentation by anyone other than Slingshot
 - 7.4.2 the Customer's use of the Services or Documentation in a manner contrary to the instructions given to the Customer by Slingshot; or
 - 7.4.3 the Customer's use of the Services or Documentation after notice of the alleged or actual infringement from Slingshot or any appropriate authority; or

- 7.4.4 the Customer's breach of this Agreement.
- 7.5. Clauses 7.2 to 7.4 state the Customer's sole and exclusive rights and remedies, and Slingshot's (including Slingshot's employees', agents' and subcontractors') entire obligations and liability, for infringement of any patent, copyright, trade mark, database right or right of confidentiality.
8. **Representations and Warranties.** Each party represents that it: (a) has full power and authority to enter into the Agreement; and (b) will comply with all Laws applicable to its provision, or use, of the Services.
9. **Disclaimers.** EXCEPT AS EXPRESSLY PROVIDED FOR IN THIS AGREEMENT, TO THE FULLEST EXTENT PERMITTED BY LAW, THE SERVICES ARE PROVIDED "AS IS" AND SLINGSHOT AND ITS AFFILIATES: (A) DO NOT MAKE ANY OTHER WARRANTIES OF ANY KIND, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, INCLUDING WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR USE, NON-INFRINGEMENT, VIRUS FREE, ERROR-FREE, OR UNINTERRUPTED USE OF THE SERVICES; AND (B) MAKE NO REPRESENTATION OR WARRANTY ABOUT CONTENT OR INFORMATION MADE ACCESSIBLE THROUGH THE SERVICES. CUSTOMER ACKNOWLEDGES THAT LAUNCHES AND SPACE-BASED OPERATIONS ARE INHERENTLY DANGEROUS AND THAT CUSTOMER IS SOLELY RESPONSIBLE FOR ANY DAMAGE RESULTING FROM OR IN CONNECTION WITH ITS PARTICIPATION IN SUCH ACTIVITIES. NOTWITHSTANDING ANYTHING ELSE IN THIS AGREEMENT, SLINGSHOT PROVIDES NO WARRANTY, INDEMNITY, OR SUPPORT FOR TRIALS AND BETAS, AND ITS LIABILITY FOR TRIALS AND BETAS WILL NOT EXCEED £50.
10. **Term and Termination.**
- 10.1. **Term.** Unless otherwise indicated in an Order, this Agreement will remain in effect until terminated in accordance with the Agreement.
- 10.2. **Termination.** Either party, at any time, for any reason or no reason, may terminate this Agreement by providing at least sixty (60) days' notice to the other party. Either party may terminate this Agreement immediately, if the other party: (a) is in material breach of the Agreement and fails to cure that breach within fourteen (14) days after receipt of written notice of the breach; (b) ceases operation without a successor; or (c) seeks protection under a bankruptcy, receivership, trust deed, creditors' arrangement, composition, or comparable proceeding, or if such a proceeding is instituted against that party and not dismissed within 60 days.
- 10.3. **Effects of Termination.** If the Agreement expires or is terminated, Customer's rights to the Services, Slingshot Data, and any related Documentation or Confidential Information will immediately cease. Prior to or upon the expiration or termination of the Agreement, Customer will destroy all Slingshot Data, related Documentation and Confidential Information in its possession and, on Slingshot's written request, provide evidence (to Slingshot's reasonable satisfaction) that destruction of the Slingshot Data, related Documentation and Confidential Information has taken place. The following sections will survive expiration or termination of this Agreement: Sections 2.4 (Restrictions on Use), 4 (Invoicing and Payment), 5 (Confidentiality), 6.2 (Grant of Rights to Customer Data), 6.3 (Intellectual Property Rights), 6.5 (Customer Feedback), 6.6 (Marketing), 7 (Indemnification), 9 (Disclaimers), 10.3 (Effects of Termination), 11 (Limitation of Liability), 12 (Miscellaneous) and 13 (Definitions).
11. **Limitation of Liability.**
- 11.1. **Limitation of Indirect Liability.** EXCEPT FOR EXCLUDED CLAIMS (AS DEFINED BELOW), NEITHER PARTY (NOR ITS SUPPLIERS OR LICENSORS) WILL HAVE ANY LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT FOR ANY LOSS OF USE, LOST DATA, LOST PROFITS, FAILURE OF SECURITY MECHANISMS, INTERRUPTION OF BUSINESS, OR ANY INDIRECT, SPECIAL, INCIDENTAL, RELIANCE, OR CONSEQUENTIAL DAMAGES OF ANY KIND, EVEN IF INFORMED OF THEIR POSSIBILITY IN ADVANCE.

- 11.2. **Limitation on the Amount of Liability.** EXCEPT FOR EXCLUDED CLAIMS, EACH PARTY'S (AND ITS SUPPLIERS' AND LICENSOR'S) ENTIRE LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT WILL NOT EXCEED IN AGGREGATE THE AMOUNTS PAID OR PAYABLE BY CUSTOMER TO SLINGSHOT PURSUANT TO THIS AGREEMENT DURING THE 12 MONTHS PRIOR TO THE DATE ON WHICH THE APPLICABLE CLAIM GIVING RISE TO THE LIABILITY AROSE UNDER THIS AGREEMENT.
- 11.3. **Excluded Claims.** "Excluded Claims" means: (a) Customer's breach of Section 2 (Customer Obligations); or (b) either party's breach of Section 5 (Confidentiality) (but excluding claims relating to Customer Data).
12. **Miscellaneous**
- 12.1. **Amendments.** Except as specifically stated otherwise in the Agreement, any amendment to the Agreement must be in writing, expressly state that it is amending the Agreement and be signed by both parties.
- 12.2. **Assignment.** Neither party may assign or transfer any part of this Agreement without the prior written consent of the other party, except that either party may assign this Agreement in connection with a merger, reorganisation, acquisition, or other transfer of all or substantially all its assets or voting securities to the other party involved in such transaction. Any non-permitted assignment is void. This Agreement will bind and inure to the benefit of each party's permitted successors and assigns.
- 12.3. **Waivers and Severability.** Neither party will be treated as having waived any rights by not exercising (or delaying the exercise of) any rights under the Agreement. If any portion of this Agreement is held invalid, illegal, or unenforceable, it will be limited to the minimum extent necessary so the rest of this Agreement remains in effect.
- 12.4. **No Agency.** The parties are independent contractors, and the Agreement does not create any agency, partnership or joint venture between the parties. Unless expressly stated otherwise in this Agreement, there are no third-party beneficiaries to this Agreement.
- 12.5. **Force Majeure.** Neither party is liable for any delay or failure to perform any obligation under this Agreement (except for a failure to pay fees) due to events beyond its reasonable control, such as a strike, blockade, war, pandemic, act of terrorism, riot, Internet or utility failures, refusal of government license, or natural disaster.
- 12.6. **Subcontracting.** Slingshot may subcontract obligations under the Agreement and permit subcontractors to exercise Slingshot's rights but will remain liable to Customer for any subcontracted obligations.
- 12.7. **Entire Agreement.** This Agreement (which includes all Orders and Usage Policies) is the parties' entire agreement relating to its subject and supersedes any prior or contemporaneous agreements on that subject. Neither party is relying on any warranties, representations, assurances or inducements not expressly defined in the Agreement. In this Agreement, headings are for convenience only and "including" and similar terms are to be construed without limitation. This Agreement may be executed in counterparts (including electronic copies and PDFs), each of which is deemed an original and which together form one and the same agreement.
- 12.8. **Modifications to the Agreement.** Slingshot may modify this Agreement, Usage Policies, and Documentation at any time by posting a revised version on the Slingshot website or by otherwise notifying Customer. Modified terms will be effective upon posting or, if by notification, as specified in the notification. Customer must subscribe to tos-updates@slingshot.space in order to be informed of changes to the Services or Fees and must check the Slingshot website regularly for modifications to the Agreement. If Customer does not agree to changes to the Agreement, Customer must stop using the Services. Customer's continued use of the Services after such change will constitute Customer's consent to such changes.

- 12.9. **Notices.** All notices must be in writing and addressed to the attention of the other party's legal department and primary point of contact. Notice will be deemed given: (a) when verified by written receipt if sent by personal courier, overnight courier, or when received if sent by mail without verification of receipt; or (b) when verified by automated receipt or electronic logs if sent by facsimile or email from the notice sender. For Slingshot, notices must be sent to legal-notices@slingshot.space.
- 12.10. **Export Control.** Customer will not provide Slingshot any export-controlled technical data or technology. Customer hereby certifies that all information (including Customer Data) provided to Slingshot has been reviewed and scrubbed so that all export-controlled technical data/technology and other sensitive information relevant to Customer's export-controlled regulated project(s) has been removed and is otherwise not provided or disclosed to Slingshot.
- 12.11. **Governing Law.** This Agreement is governed by the laws of England. For any dispute arising out of or relating to this agreement, the parties agree that the courts of England shall have exclusive jurisdiction in respect of any such dispute.

13. **Definitions**

"Accounts" means Administrator Accounts and User Accounts.

"Additional Specific Terms" means the then-current terms specific to one or more Services available at <https://slingshot.space/service-terms>.

"Administrator Account" means the administrative account(s) provided to Customer by Slingshot for the purpose of administering the Services.

"Affiliate" means any entity that directly or indirectly Controls, is Controlled by, or is under common Control with a party.

"Brand Features" means the trade names, trademarks, service marks, logos, domain names, and other distinctive brand features of each party, respectively, as secured by such party from time to time.

"Confidential Information" means information that one party discloses to the other party under this Agreement, and which is marked as proprietary or confidential or would reasonably under the circumstances be understood to be proprietary or confidential information.

"Conjunction Data Messages" means the space domain awareness and collision prevention messages issued by the 18th and 19th Space Defense Squadrons.

"Control" means control of greater than 50 percent of the voting rights or equity interests of a party.

"Customer Data" means data provided to Slingshot by the Customer (including its Users). The term "Customer Data" expressly excludes Slingshot Data, Derived Data, and Feedback.

"Data Protection Laws" means all applicable data protection and privacy legislation in force from time to time in the UK including the UK GDPR; the Data Protection Act 2018 (DPA 2018) (and regulations made thereunder); and the Privacy and Electronic Communications Regulations 2003 (SI 2003 No. 2426) as amended and the guidance and codes of practice issued by the Information Commissioner or other relevant data protection or supervisory authority and applicable to a party.

"Derived Data" means any input, output, processed, or generated data using Customer Data (except for the Customer Data itself).

"Documentation" means all printed or electronically provided user manuals, technical specifications and product descriptions related to this Agreement.

"End User Terms" means the end user terms of service available at <https://slingshot.space/user-terms>.

"Export Control Laws" means all applicable export and re-export control laws and regulations.

"Feedback" means feedback or suggestions about the Services or related features or functionalities.

"Fees" means fees for the Service as described in each Order or, if not specified in an Order, as published by Slingshot from time to time

"Help Center Content" means content available at <https://slingshot.space/help-center>

"Intellectual Property Rights" means any rights existing now or in the future under patent law, copyright law, trademark law, data and database protection law, trade secret law, and any and all similar proprietary rights throughout the universe.

"Law" means all applicable laws, regulations and conventions from time to time in force.

"Order" means a purchase order, order form, or other contract executed between Slingshot and the Customer referencing this Agreement.

"Prices" means the then-current pricing available at <https://slingshot.space/price-list> unless otherwise agreed to in an Order.

"Process" means to collect, access, use, disclose, transfer, transmit, store, host, or otherwise process.

"Scope of Use" means any limits on installation or usage of Services described in the Order or otherwise provided by Slingshot. Examples of limitations include, but aren't limited to site/locations, number of requests, accounts, users, installations, license type, etc.

"Services" means the products and services made available by Slingshot, including the products and services described in the Additional Specific Terms. For the avoidance of doubt, the Services include products and services of any type provided by Slingshot, whether on a software-as-a-service basis, in the form of data packages, or otherwise.

"Slingshot Data" means data, metadata or information provided through the Services or otherwise made available to Customer for Customer's use of the Services under the Agreement.

"Taxes" means any sales, use, GST, value-added, withholding, or similar taxes or levies that apply to Orders, whether domestic or foreign, other than Slingshot's income tax.

"Term" means the period starting on the Effective Date and will remain in effect so long as there is an active Order.

"Third-Party Platforms" means any third-party platform, add-on, service, or product not provided by Slingshot that Customer elects to integrate or enable for use with any Service.

"Third Party Request" means a request from a third party, such as a regulator or governmental authority, for records relating to a User's use of the Services. Third Party Requests can be a

lawful search warrant, court order, subpoena, other valid legal order, or written consent from the User permitting the disclosure.

“Trials and Betas” means alphas, betas, early access offerings, temporary offerings, or any other non-standard access to Services that Slingshot may provide, including as may be further indicated in an Order.

“Usage Policies” means policies posted to Slingshot’s website or otherwise made available by Slingshot from time to time including at <https://slingshot.space/usage-policies>.

“User(s)” means any employee or contractor of Customer that Customer allows to access and use the Service on Customer’s behalf.

“User Account” means any account created by or assigned to a User.

Additional Specific Terms

These Additional Specific Terms form part of Slingshot’s Platform Terms of Service <https://slingshot.space/platform-terms> and are hereby incorporated therein. If Customer completes an Order for, or otherwise uses any of the Services described below, the terms corresponding to those Services apply to Customer’s use. Slingshot may update these Additional Specific Terms from time to time. Please subscribe to tos-updates@slingshot.space to receive notifications of such updates. Capitalised terms are as defined in context or otherwise as defined in the Platform Terms of Service.

Seradata

- 1. Subscriptions.** Customer will pay the subscription fees set forth in an Order annually in advance. Except as set forth in an Order, Customer’s subscription to Seradata will automatically renew for successive 12-month periods unless either party gives the other party notice of non-renewal at least 30 days before the current subscription ends.
- 2. API Access.** Slingshot may provide Customer with access to the Seradata API as specified in an Order or otherwise at Slingshot’s discretion. The Usage Policies may impose limitations on the number and frequency of API requests that Customer can make. Customer agrees to these limitations and will not attempt to circumvent them.
- 3. Downloads.** In addition to the rights granted to Customer in the Platform Terms of Service, Slingshot may permit Customer to download certain data from Seradata (“**Downloads**”). Customer will use any Downloads solely for its internal business use and subject to all restrictions otherwise applicable to Services as set forth in the Platform Terms of Service. Prior to or upon the expiration or termination of Customer’s subscription to Seradata, Customer will destroy all Downloads in its possession and, on Slingshot’s written request, provide evidence (to Slingshot’s reasonable satisfaction) that destruction of the Downloads has taken place.